

Dated 3rd May 1929.

M^{rs} Evelyn Ricks

to

M^r C. H. Rudkin

Conveyance

^{OF}
land, at Westfield, Woking,
Surrey.

&

HERITAGE WALKS ARCHIVE DOCUMENT

to
Albany House
44 St Albans
NW1.

1087



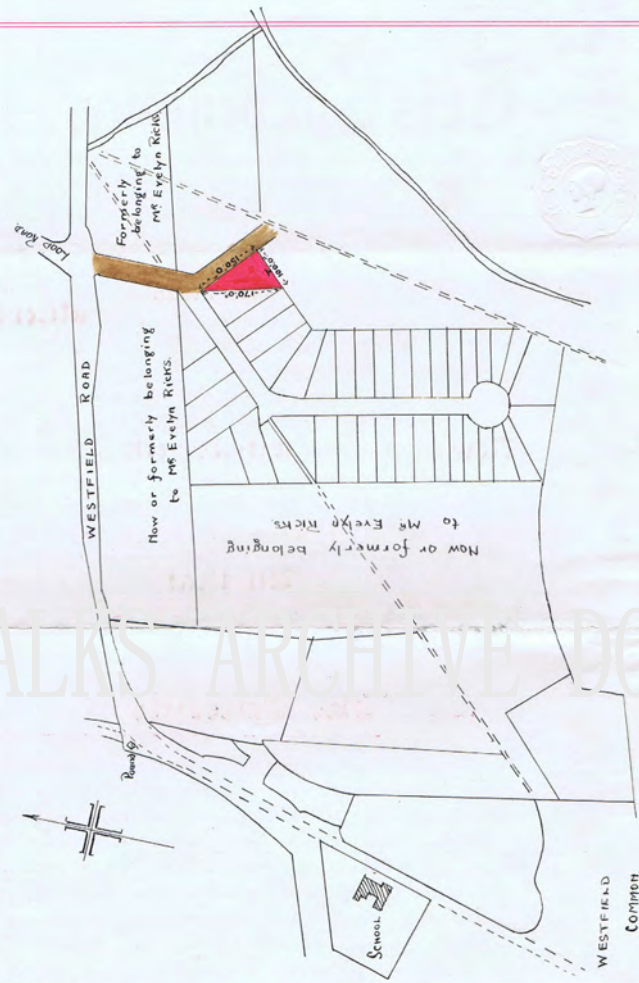
This Conveyance

is made the third day of May 1929

One thousand nine hundred and twenty nine ~~between~~
Evelyn Hicks of the Lyche Wyke Hill Lane Woking
in the County of Surrey Builder (hereinafter called "the Vendor")
of the one part and Charles Henry Rudkin of
202 Walton Road Woking aforesaid Sign Writer (hereinafter
called "the Purchaser") of the other part ~~as between~~
is seized in fee simple in possession free from incumbrances
of the land hereinafter described and has agreed to sell the
same to the Purchaser for the like estate in possession free
from incumbrances at the price of One hundred Pounds
Now this deed witnesseth as follows:-

1. In pursuance of the said agreement and in consideration
of the sum of One hundred pounds now paid by the Purchaser
to the Vendor (the receipt of which sum the Vendor hereby
acknowledges) the Vendor as Beneficial Owner hereby conveys
unto the Purchaser **All that** piece or parcel of land
formerly part of Kingfisher Farm situate at Woking in the
County of Surrey and abutting on the North East side
thereof upon a new road known as St. Marthas Avenue
and having a frontage thereof of One hundred and fifty
feet a depth on the South East side of One hundred feet
and a width on the West side of One hundred and seventy
feet (be the said admeasurements more or less) which said
piece or parcel of land is now staked out and is with the
dimensions (be the same more or less) and abutments thereof
more particularly delineated and described in the plan drawn
hereon and therein coloured pink **Together with** full
right and liberty for the Purchaser or other the owner or owners
for the time being of the land hereby conveyed (in common
with the Vendor and all persons who have or may have the
like right) at all times hereafter by day or by night and for
all purposes with or without motor cars or other vehicles laden
or unladen to go pass and repass along over and upon the
said new road known as St. Marthas Avenue which is coloured
brown on the said plan **Together with** the fee and
uninterrupted passage and running of water and soil gas
and electricity from and to the land hereby conveyed through
the water mains sewers drains gas pipes electric wires cables
which may at any time be in or under St. Marthas Avenue

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aforsaid And together with full right and liberty for the Purchaser or any person or persons authorised by him with within and others from time to time to enter upon St. Marthas Avenue aforsaid for the purpose of constructing & and laying such water mains sewers drains gas pipes electric wires or cables and to execute effect and do all necessary cleaning and repairs thereto or renewals thereof when and as often as

occasion shall be or require giving nevertheless to the Vendor or other the owner or owners for the time being of St. Markas Avenue aforesaid reasonable notice previous to such entry of the object and purpose of the same and re-erecting and making good forthwith all damage which may be done to St. Markas Avenue aforesaid by reason of the execution of any of the liberties hereinbefore contained **To hold** the same unto the Purchaser in fee simple

2A The Purchaser hereby covenants with the Vendor and his successors in title that he the Purchaser and his successors in title will at all times hereafter perform and observe the stipulations set out in the Schedule hereof

3. The Vendor hereby acknowledges the right of the Purchaser to production and delivery of copies of a conveyance dated the twenty first day of July One thousand nine hundred and twenty eight and made between Humphrey George Smallpiece of the one part and the Vendor of the other part (the possession of which is retained by the Vendor) and hereby undertakes for the safe custody thereof

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

The Schedule (Stipulations)

1. The Purchaser shall forthwith make and for ever after maintain a proper and sufficient boundary wall fence or hedge not exceeding five feet nor less than four feet in height on the side of the land hereby conveyed marked "T" within the boundary on the plan drawn hereon.
2. No buildings other than a private dwellinghouse or professional residence with or without stabling garage and outbuildings suitable thereto shall be erected on the said land and not more than one such dwellinghouse or residence shall be erected thereon.
3. No building on the said land shall be used for the purpose of carrying on any manufacture and no shed hut caravan booth or other chattel used or intended to be used as a dwelling or sleeping apartment and no show swing round about or anything of a like nature shall be made placed used or allowed to remain on any part of such land and upon any breach of this covenant the Vendor or his Agent may enter upon such land and remove or dispose of any such

erection or other thing and for this purpose may break fences and forcibly enter and shall not be responsible for the safe keeping of anything so removed or for any loss or damage happening thereat.

4. No gravel, clay, sand or earth on the said land shall be so excavated or dug as to let down or interfere with the due support of the adjoining land. No clay or bricks shall be burnt upon any part of such land, nor shall any sale of building materials be held thereon.

5. No hoarding or similar structure shall, at any time be erected or placed on the land hereby conveyed so as in any manner to obstruct or interfere with the access of light and air to any windows or openings belonging to the buildings erected or to be erected on the adjoining land.

6. The Purchaser shall pay to the Vendor upon demand in writing from time to time such a proportion as the Vendor's Surveyor for the time being shall assess of the expense which the Vendor may incur in repairing and maintaining St. Marthas Avenue aforesaid until the same shall be taken over by the Local Authority. Such assessment will be made with due regard to the relative frontage (excluding return frontages) of the said land to St. Marthas Avenue aforesaid as compared with other land having main frontage to St. Marthas Avenue aforesaid and such assessment shall be final and binding on all parties.

Signed Sealed and Delivered
by the said Evelyn Riekes in
the presence of:

Geo. W. McCarthy,
Clerk to Robert Monaghan
John W. King

Evelyn Riekes

Chas Rudkin

Signed Sealed and Delivered
by the said Charles Henry Rudkin
in the presence of:

John E. Brett
Solicitor
Notary.